



County of San Bernardino

**F A S**

**STANDARD  
CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code <b>INLANDB624</b>	<b>SC</b> Dept. ADS	<b>A</b> Contract Number
County Department <b>Behavioral Health</b>		Dept. Orgn. <b>ADS ADS</b>	Contractor's License No.
County Department Contract Representative <b>Armand Freitas</b>		Telephone <b>(909) 421-9460</b>	Total Contract Amount <b>\$2,961,960</b>
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:			
If not encumbered or revenue contract type, provide reason: _____			
Commodity Code		Contract Start Date <b>07/01/2003</b>	Contract End Date <b>06/30/2006</b>
		Original Amount <b>\$2,961,960</b>	Amendment Amount
Fund <b>AAA</b>	Dept. <b>ADS</b>	Organization <b>ADS</b>	Amount <b>\$2,961,960</b>
Fund	Dept.	Organization	Amount
Fund	Dept.	Organization	Amount
Project Name <b>Alcohol and Drug</b> <b>Outpatient Services</b>		Estimated Payment Total by Fiscal Year	
		FY	Amount
		I/D	
		FY	Amount
		I/D	
Contract Type – 2(b)		03-04	\$987,320
		04-05	\$987,320
		05-06	\$987,320

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

**Inland Behavioral & Health Services, Inc**

hereinafter called **Contractor**

Address

**1963 North "E" Street**

**San Bernardino, CA 92405**

Telephone

**(909) 881-2425**

Federal ID No. or Social Security No.

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, County desires to enter into an Agreement with Contractor whereby Contractor will provide alcohol and/or drug services in accordance with the requirements of the Health and Safety Code, Division 10.5, Parts 2 and 3; and Title 22 of the California Code of Regulations and related directives as they pertain to Medi-Cal; and

WHEREAS, Contractor is willing to furnish such services upon the terms hereinafter set forth;

WHEREAS, this Agreement is authorized by one of the following Sections of the Health

and Safety Code: 11812(b); 11796.1; 11991.6(a);

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto do mutually agree as follows:

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Schedule A	Allocations for Service Modality
Addendum A-1	Agreement for Federal Block Grant
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Addendum A-4	Agreement for Specific Services
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Addendum A-6	Agreement on Union Organizing

## **I. DEFINITION OF TERMINOLOGY**

1. Wherever in this document, and in any attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
2. **Definition of May, Shall and Should.** Whenever in this document the words "may", "shall" and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.
3. The term "ADS" refers to the County Department of Behavioral Health, Alcohol and Drug Services.
4. The term "unit of service" means a person-to-person contact, regardless of time, which results in a record of therapeutic experience in a patient's chart. Telephone contacts are not a reportable unit of service.
5. The term "service hour" refers to the time spent by Contractor staff to deliver alcohol/drug program services.
  - a. With respect to alcohol/drug prevention services, a service hour includes staff time spent in performing prevention services as well as travel time and time spent in preparing substance abuse prevention literature and mass media advertisements. Time spent in developing or establishing program objectives and methodologies, preparing for presentations or in performing other administrative functions is excluded from the service hour definition.
  - b. With respect to alcohol/drug treatment services, a service hour includes staff time spent conducting client visits, collateral visits, and group treatment sessions. Time spent staffing client charts and documenting treatment sessions in the charts is also included in the service hour definition. Other administrative time, such as scheduling appointments, is excluded from the service hour definition.

## **II. CONTRACT SUPERVISION**

The Director, Department of Behavioral Health (DBH), hereinafter referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide in writing to the County the names of the persons who are authorized to represent the Contractor in this contract.

## **III. ADMINISTRATIVE PROCEDURES**

1. Contractor agrees to adhere to all applicable provisions contained in the **ADS Manual for Contract Agencies**, which is made a part hereof by this reference. A copy of said document has been provided to the Contractor. In agreeing to the terms of this contract, Contractor acknowledges full understanding of the provisions of the referenced documents and agrees to operate the respective alcohol and/or drug programs in accordance with the provisions of the documents and the provisions of this contract. At the option of the County, changes may be made during the contract period to the **ADS Manual for Contract Agencies**. Such changes, when made, will be binding on the Contractor.
2. Contractor, if receiving Medi-Cal funding, shall comply with all requirements and procedures established by the State, County, and Federal Governments, including those for quality improvement, and including, but not limited to, submission of periodic reports to the County and staff assignments for quality improvement and coordination duties.
3. Contractor agrees that no part of any federal funds provided under this contract shall be used to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations.
4. Contractor agrees that no part of any federal funds provided under this contract shall be used to pay the salary of an individual at a rate in excess of \$166,700 per year.

5. Contractor shall not use any state or federal funds to provide direct, immediate or substantial support to any religious activity.
6. If Contractor is not licensed or certified by the State, Contractor shall submit organizational documents to County within 30 days of execution of this contract, or within 90 days of annual renewal or continuation of this contract, or when there has been a change in name or ownership. Organizational documents shall include Contractor's Articles of Incorporation or Partnership Agreements, business licenses, fictitious name permits, and such other information and documentation as may be requested by County.

#### **IV. FORMER COUNTY OFFICIALS**

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's Staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

#### **V. INDEPENDENT CONTRACTOR STATUS**

Contractor understands and agrees that the services performed hereunder by its officers,

agents, employees or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of County. All personnel, supplies, equipment, furniture, quarters and operating expenses of any kind required for the performance of this contract shall be provided by Contractor in providing the contracted services. County equipment, excess to the needs of the County, may be provided to the Contractor in support of performance of this contract at a cost to be determined by the County.

## **VI. INDEMNIFICATION AND INSURANCE**

1. **Indemnification** - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized agents, officers, volunteers and employees from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
2. **Insurance** - Without in any way affecting the indemnity provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:
  - a. **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered

by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
  - c. **Errors and Omissions Liability Insurance** - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
  - d. **Professional Liability** - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
3. **Additional Named Insured** - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. **Waiver of Subrogation Rights** - Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, volunteers, employees, agents, contractors and subcontractors.
5. **Policies Primary and Non-Contributory** - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. **Proof of Coverage** - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage,



including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days' written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and endorsements.

7. **Insurance Review** - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

The County agrees to indemnify and hold harmless the Contractor and its authorized agents, officers, volunteers and employees from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of the County, its officers, employees, agents or volunteers in connection with performance of this Agreement.

## **VII. FEE ASSESSMENT AND COLLECTION**

1. **Drug Programs.** Client fees shall be charged for treatment services provided under the provisions of this Agreement based upon the client's financial ability to pay for service. Fees charged shall approximate estimated actual cost of providing services, and no person shall be excluded from receiving services based solely on lack of financial ability to make payment toward the cost of providing services. The fee system must be in writing and shall be a matter of public record. In establishing fees to clients, a fee system shall be used which conforms to the following guidelines and criteria as prescribed in Section 11991.5 of the California Health and Safety Code:

- a. The fee system shall be equitable.
- b. The fee charged shall not exceed the actual cost of providing services.
- c. The fee system shall consider the client's income and expenses.
- d. The fee system shall be approved by the Director or designee.

To ensure an audit trail, Contractor shall maintain all of the following records:

- (1) Fee assessment schedules and collection records.
- (2) Documents in each client's file showing client's income and expenses, and how each was considered in determining fees.

2. **Alcohol Programs.** In compliance with Section 11841 of the California Health and Safety Code:

- a. The Contractor shall set fees and follow fee assessment and collection practices that promote recovery from problem drinking, provided that the method of establishing such fees and methods of collection practice will not result in the denial or withholding of alcohol services because of the client's inability to pay for such services. The fee requirements shall not apply to prevention and early intervention activities.

- b. The Director or designee shall approve the Contractor's fee assessment system, which shall describe how the Contractor charges fees and which must take into consideration the Client's income and expenses. The fee system must be in writing and shall be a matter of public record. A fee system shall be used which conforms to the following guidelines and criteria:

- (1) The fee system shall be equitable.
- (2) The fee charged shall not exceed the actual cost of providing services.
- (3) The fee system shall consider the client's income and expenses.
- (4) The fee system shall be approved by the Director or designee.

To ensure an audit trail, Contractor shall maintain all of the following records:

- (a) Fee assessment schedules and collection records.
- (b) Documents in each client's file showing client's income and expenses, and how each was considered in determining fees.

## **VIII. CONFIDENTIALITY**

1. Contractor shall comply with all state and federal statutes and regulations regarding confidentiality, including but not limited to, the confidentiality of information requirements in 42 United States Code Section 290 dd-2; Title 42, Code of Federal Regulations Part 2; Welfare and Institutions Code Sections 5328 et seq and 14100.2; Sections 11878, 11812, and 11977 of the Health and Safety Code; and Title 22, California Code of Regulations Section 51009.
2. No list of persons receiving services under this contract shall be published, disclosed, or used for any purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality listed above.
3. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. Contractor is a covered entity in accordance with HIPAA regulations (45 CFR § 160.103). Accordingly, Contractor is mandated to comply with the HIPAA Privacy Rule standards, requirements, and implementation specifications codified in 45 CFR Parts 160 and 164. Contractor will disclose Protected Health Information to appropriate County of San Bernardino personnel for the purposes of treatment, payment, and health care operations in accordance with 45 CFR § 164.506.

## **IX. NONDISCRIMINATION**

1. **General.** Contractor agrees to serve all persons without regard to race, color, sex, religion, national origin or ancestry, pursuant to Civil Rights Act of 1964, as amended, (42 USCA Section 2000 d) and Executive Order #11246, September 24, 1965, as amended, Age Discrimination Act of 1975 (42 USC 6101), Rehabilitation Act of 1973 (29 USC 794), Title 45, Code of Federal Regulations, Part 84.6; and provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.)
2. **Handicapped.** Contractor agrees to comply with the Americans with Disabilities Act

of 1990, (42 U.S.C. 12101 et. seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.

3. **Contract Compliance.** Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VI of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County ESBE Policy No. 11-15, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Contract Compliance Manager of the County of San Bernardino at (909) 387-2139.
4. **Sexual Harassment.** Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.
5. **Cultural and Linguistic Competency.** Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.
  - a. The Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for the provision of appropriate and effective substance abuse treatment services.
  - b. There is recognition by the DBH that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards

the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. The provision of medically necessary specialty substance abuse treatment in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective substance abuse treatment. Providing services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost-effective.

c. To assist the Contractor's efforts towards cultural and linguistic competency:

- (1) DBH shall provide technical assistance to the Contractor regarding cultural competency implementation.
- (2) DBH shall provide demographic information to Contractor on service area for services planning.
- (3) DBH shall provide cultural competency training for Department and Contractor personnel. Contractor staff are encouraged to attend at least one cultural competency training per year.
- (4) DBH shall provide interpreter training for Department and Contractor personnel.
- (5) DBH shall provide technical assistance for Contractor in translating substance abuse treatment information to Spanish.

## **X. DRUG FREE WORKPLACE**

By signing this contract the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug Free Workplace Act of 1990 (Gov. Code § 8350 et seq.), and the Pro-Children Act of 1994, and will provide a drug free workplace by taking the following actions:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355 (a).
2. Establish a drug-free awareness program as required by Government Code section 8355(b) to inform employees about all of the following:
  - a. The dangers of drug abuse in the work place;
  - b. The person's or organization's policy of maintaining a drug-free work place;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355 (c), that every employee engaged in the performance of the contract:
  - a. Be given a copy of the Contractor's drug-free policy statement; and
  - b. As a condition of employment on the contract, agree to abide by the terms of the statement.
4. Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the Contractor may be ineligible for future County or State contracts if the County or State determines that any of the following has occurred:
  - a. The Contractor has made false certification, or

- b. The Contractor has violated the certification by failing to carry out the requirements as noted above.

## **XI. PERSONNEL**

1. Under the terms of this contract, the Contractor is an independent contractor, and therefore neither the staff nor employees of the Contractor are, nor shall they become, employees of the County. Contractor staff and employees shall not be entitled to any rights, privileges or benefits provided to County employees.
2. Contractor shall furnish such qualified professional personnel prescribed by Title 9 of the California Code of Regulations as are required for the types of services Contractor shall perform, which services are described in such addenda as may be attached hereto and/or in the **ADS Manual for Contract Agencies**.
3. Contractor certifies that neither it nor its principles is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the Contractor is unable to certify to any of the aforesaid, such Contractor shall attach an explanation to this contract.

## **XII. PERFORMANCE**

1. Recovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her substance abuse. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's



choices and responsibilities. Recovery programs by design may employ credentialed personnel and/or others with expert knowledge and experience in the alcohol and other drug treatment and recovery field.

2. It is believed that all clients can recover, even if that recovery is not complete. The Recovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external “stigma”, improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.
3. Under this Agreement Contractor shall provide those services which are dictated by attached addenda and/or exhibits. Contractor agrees to be knowledgeable in and apply all pertinent Federal and State laws and regulations as referenced in the body of this Agreement, and the **ADS Manual for Contract Agencies**. In the event information in the attachments conflicts with the basic Agreement, then information in the attachments shall take precedence to the extent permitted by law.

### **XIII. FUNDING**

1. This Agreement is contingent upon sufficient funds being made available by Federal, State and/or County governments for each of the three years of the term of the Agreement.
2. The maximum annual financial obligation of County under this Agreement shall not exceed the sum of Two Million, Nine Hundred Sixty-One Thousand, Nine Hundred Sixty Dollars (\$2,961,960). The maximum financial obligation is further limited by fiscal year, funding source, and service modalities as delineated on the attached Schedule(s) A. Funds may not be transferred between funding sources nor modes of services without the prior written approval of the Director or designee.
3. Contractor will determine, on a case by case basis, client eligibility for or entitlement to any and all of the funding streams used by the County for these

services, as identified in the **ADS Manual For Contract Agencies**, to pay for services under the terms and conditions of this contract and will bill County for those services pursuant to the instructions in the **ADS Manual For Contract Agencies**.

4. The Contractor shall be entitled to reimbursement for Drug/Medi-Cal units of service based on the lesser of actual cost, the Contractor's usual and customary charge to the general public for the same or similar service, or the rates established annually by the State Budget Act.
5. The Contractor shall be entitled to reimbursement for all other units of service, for which there is budget, based on actual cost after deducting reportable revenues as defined in paragraph 7 below.
6. Contractor will only be paid for reimbursable services entered correctly into the San Bernardino Information Management On-line Network (SIMON) System. Services must be entered into SIMON no later than thirty (30) days from date of service.
7. Reportable revenues are fees paid by persons receiving services or fees paid on behalf of such persons by the Federal Government, by the California Medical Assistance Program (set forth commencing with Section 14000 of the Welfare and Institutions Code) and by other public or private sources.
8. In no instance will the Contractor be reimbursed more than the actual net cost of delivering services under this contract.
9. In the event of a reduction of County's allocation of federal, state or county funding for alcohol and/or drug programs, Contractor agrees to accept a reduction in funding under this contract to be determined by the County.
10. The Contractor agrees to accept a reduction of the dollar value of the contract, at the option of the County, if in any fiscal year the projected savings, based on claims submitted through December 31, are more than 5% of the net annual amount of the

contract by service modality.

11. At the County's option the contract may be amended and the dollar value of the contract reduced if during the period July 1 through December 31 of each contract year the service hours performed, as reported in SIMON, are less than 90% of the service hours budgeted for that period by the Contractor in its budgetary submission to the County in support of the contract.

#### **XIV. ACCOUNTABILITY - REVENUE**

Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County shall not exceed the cost of services delivered by the Contractor.

#### **XV. AUDITING AND EXCEPTIONS**

1. Contractor agrees to maintain and retain all appropriate service records for a period of at least seven (7) years and financial records for a period of at least five (5) years, or until audit findings are resolved, whichever is later.
2. Contractors which use audit firms shall require such firms to permit access by the State to the working papers of the audit firm, and copies of said papers shall be made available to the State and County as is reasonable and necessary.
3. Financial records shall be kept by Contractor so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
4. Contractor agrees to furnish duly authorized representatives from County or State access to client records necessary to review or audit contract services and to disclose all financial transactions that pertain to the subject services to the extent permitted by Title 42, CFR, Part 2. In any other situation wherein records are being

accessed, Contractor agrees to obtain from the persons seeking access a confidentiality statement similar to that set forth in Welfare and Institutions Code 5328(e). The refusal of a Contractor to permit access to and inspection of books, records, and facilities as described in this part may result in immediate termination of this agreement by the County.

5. If results of an audit or on-site review indicate that funds reimbursed to Contractor under this Agreement were in excess of supported actual costs of furnishing the services, the difference shall be reimbursed to the County by the Contractor.
6. If results of an audit or on-site review indicate that service hours reported by the Contractor are not documented in accordance with the State of California Alcohol and/or Other Drug Program Certification Standards, July 1, 1999, reimbursement shall be made by the Contractor to the County, at the County's option, on the basis of the number of undocumented service hours times the cost per service hour for the month in which the undocumented service hours were reported to the County.
7. Reimbursement to the County by the Contractor, under Subparagraphs 5 and 6 above, will be made using one of the following methods, which shall be at the election of the County:
  - a. Cash payment of total.
  - b. Cash payments on a monthly schedule of reimbursements. Failure to remit scheduled payments, at the County's option, may result in demand for immediate payment of balance due in full or immediate termination of this contract.

#### **XVI. FINAL SETTLEMENT - AUDIT**

Pursuant to OMB Circular A-133, Contractors expending \$300,000 or more in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:

1. The audit shall be performed in accordance with OMB Circular A-133 (revised June 24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.
2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
3. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
4. The cost of the audit made in accordance with the provisions of OMB Circular A-133 can be charged to applicable Federal awards. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
7. The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

## **XVII. SPECIAL REPORTS**

Contractor agrees to submit reports as stipulated by the Director, ADS, together with monthly claims to the address listed below:

Department of Behavioral Health  
Alcohol and Drug Services  
700 East Gilbert Street  
San Bernardino, CA 92415-0920  
**ATTENTION: ADS FISCAL CLERK**

**XVIII. DURATION AND TERMINATION**

1. The term of this Agreement shall be from July 1, 2003 through June 30, 2006, inclusive.
2. This Agreement shall be terminated in writing immediately by the Director, with no prior notice, due to non-availability of funds under any appropriate State law or if the appropriate office of the State of California does not approve it as subject for reimbursement under the appropriate act or public law.
  - a. Either the Contractor or the Director may terminate the Agreement for any reason or no reason at any time by serving thirty (30) days' written notice upon the other party. It may likewise be terminated without thirty (30) days' notice by the mutual written concurrence of both the Contractor and Director.
  - b. The Director may terminate this contract immediately upon serving written notice to the Contractor if the Contractor is found to be in substantial noncompliance, as determined by the Director, with any or all of the terms of the contract. The Director may terminate this contract in the same manner when there are indications of fraud or misuse of funds by Contractor.
  - c. In the event Contractor terminates this contract, Contractor shall furnish the County, upon request, all client information and documents deemed necessary by the County to effect an orderly transfer to another facility for services, if such transfer becomes necessary.

**XIX. FINAL CLAIM**

In the event this Agreement is terminated, the last reimbursement claim will be submitted within ninety (90) days after the Contractor discontinues operating under the terms of this Agreement. When such termination occurs, the County will conduct a final audit of Contractor within the ninety (90) day period following the termination date, and final reimbursement to Contractor by County shall not be made until audit results are known and all accounts are reconciled. No claims for reimbursement will be accepted after the ninetieth (90th) day following the date of contract termination.

## **XX. ASSIGNMENT**

1. This contract shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
2. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

## XXI. CONCLUSION

1. This Agreement, consisting of twenty-four (24) pages, Schedule A, and Addenda A-1 through A-6 inclusive, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions and benefits.
2. In Witness Whereof, Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, the month and year first above written.

----- END OF AGREEMENT -----

COUNTY OF SAN BERNARDINO

►  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

Inland Behavioral & Health Services, Inc  
(Print or type name of corporation, company, contractor, etc.)

By ►  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address 1963 North "E" Street  
San Bernardino, CA 92405

Approved as to Legal Form

►  
County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

►

Date \_\_\_\_\_

Presented to BOS for Signature

►  
Department Head

Date \_\_\_\_\_

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keved By



**SCHEDULE A**

PROVIDER NAME AND NUMBER

INLAND BEHAVIORAL AND HEALTH SERVICES - 3666

SERIVCE MODALITY

OUTPATIENT

FISCAL YEAR

2003-2004

<b>Funding Source and Service Modality</b>	<b>Net Contract Amount</b>	<b>Service Hours</b>	<b>Treatment Slots</b>	<b>Individual Units</b>	<b>Group Units</b>
<b>Medi-Cal and Block Grant</b>					
*Outpatient Treatment	\$200,372	5,890	139	1,398	8,384
Case Management	\$57,690	1,696			
Co-Occurring Treatment					
Co-Occur. Case Manage.					
Perinatal Day Treatment	\$284,880	12,923	130		
Perinatal Case Management	\$67,874	3,079			
<b>TOTAL</b>	<b>\$610,816</b>	<b>23,588</b>	<b>269</b>	<b>1,398</b>	<b>8,384</b>
<b>CalWORKS</b>					
Outpatient Treatment	\$63,763	1,874	46	461	2,762
Case Management	\$21,254	625			
<b>TOTAL</b>	<b>\$85,017</b>	<b>2,499</b>	<b>46</b>	<b>461</b>	<b>2,762</b>
<b>CPS</b>					
Outpatient Treatment	\$50,099	1,473	36	362	2,170
Case Management	\$16,700	491			
<b>TOTAL</b>	<b>\$66,799</b>	<b>1,964</b>	<b>36</b>	<b>362</b>	<b>2,170</b>
<b>Youth Services</b>					
Outpatient Treatment					
Case Management					
<b>TOTAL</b>					
<b>PSN</b>					
Outpatient Treatment	\$13,663	402	10	99	592
Case Management	\$4,555	134			
<b>TOTAL</b>	<b>\$18,218</b>	<b>536</b>	<b>10</b>	<b>99</b>	<b>592</b>
<b>SACPA</b>					
Outpatient Treatment	\$206,470	6,069	111	1,118	6,708
<b>TOTAL</b>	<b>\$206,470</b>	<b>6,069</b>	<b>111</b>	<b>1,118</b>	<b>6,708</b>
<b>GRAND TOTAL</b>	<b>\$987,320</b>	<b>34,656</b>	<b>472</b>	<b>3,438</b>	<b>20,616</b>

\*Drug Medi-Cal billable treatment services should receive priority reimbursement from this allocation with any remaining funds being made available for non-D/MC services.

**SCHEDULE A**

PROVIDER NAME AND NUMBER

INLAND BEHAVIORAL AND HEALTH SERVICES - 3666

SERIVCE MODALITY

OUTPATIENT

FISCAL YEAR

2004-2005

<b>Funding Source and Service Modality</b>	<b>Net Contract Amount</b>	<b>Service Hours</b>	<b>Treatment Slots</b>	<b>Individual Units</b>	<b>Group Units</b>
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**SCHEDULE A**

PROVIDER NAME AND NUMBER INLAND BEHAVIORAL AND HEALTH SERVICES - 3666

SERVICE MODALITY OUTPATIENT

FISCAL YEAR 2005-2006

<b>Funding Source and Service Modality</b>	<b>Net Contract Amount</b>	<b>Service Hours</b>	<b>Treatment Slots</b>	<b>Individual Units</b>	<b>Group Units</b>
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<b>GRAND TOTAL</b>	<b>\$987,320</b>	<b>34,656</b>	<b>472</b>	<b>3,438</b>	<b>20,616</b>

\*Drug Medi-Cal billable treatment services should receive priority reimbursement from this allocation with any remaining funds being made available for non-D/MC services.

**AGREEMENT FOR FEDERAL BLOCK GRANT**

CONTRACTOR NAME: INLAND BEHAVIORAL & HEALTH SERVICES, INC

The following modes of service are funded with Federal Block Grant funds:

- Outpatient
- Case Management

**SPECIAL PROVISIONS FOR FEDERAL FUNDED PROGRAMS**

1. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
2. Contractor when serving intravenous drug users (IDU's) shall do outreach activities for the purpose of encouraging individuals in need of treatment for drug and/or alcohol abuse to undergo such treatment.
3. Contractor when treating IDU's agrees to admit, on a priority basis, HIV - positive individuals and to advise all individuals seeking treatment of the priority. Individuals seeking treatment shall not, however, be required to disclose whether they are HIV - positive.
4. The Contractor agrees to give preferences in admission for treatment to pregnant women seeking, or referred for, services and who would benefit from them. In the event of insufficient capacity in a facility, the Contractor shall: refer pregnant women to another program with an available treatment slot; or provide interim services within 48 hours of initial request until treatment becomes available.
5. The Contractor agrees to ensure that, to the maximum extent practicable, each individual who requests and is in need of treatment for drug abuse is admitted to a program within 14 days after making the request. If placement cannot occur within 14 days of the request, the Contractor agrees to ensure that: interim services will be made available within 48 hours of the request; and, placement will occur within 120 days of the request.
6. The Contractor agrees to ensure that directly, or through arrangement with another agency, routine tuberculosis services are made available to each individual receiving treatment. If an individual is denied admission due to lack of capacity, the individual will be referred to another provider of tuberculosis services. Tuberculosis services consist of counseling, testing, and treatment.

7. The Contractor agrees that data will be maintained re: interim services, TB, pre-/post-test results, and HIV services. A report which will include aggregate data will be filed with the County Alcohol and Drug Services (ADS) and State ADP monthly.
8. The Contractor agrees to report information regarding program capacity and waiting list by submitting a Drug Abuse Treatment Access Report (DATAR) to the California State Department of Alcohol and Drug Programs and the County ADS monthly.
9. The Contractor agrees to comply with all County/Provider Block Grant Re-authorization Guidelines.

---END OF ADDENDUM---

**AGREEMENT FOR OUTPATIENT SERVICES**

CONTRACTOR NAME: INLAND BEHAVIORAL & HEALTH SERVICES, INC

A. The Contractor shall provide outpatient drug-free services as defined herein to San Bernardino County residents.

B. FACILITY LOCATIONS:

The Contractor shall provide the above services in and from the following address(es):

1963 North "E" Street  
San Bernardino, CA 92405

C. SERVICE DESCRIPTION:

The Contractor shall provide outpatient drug-free services in accordance with the following description:

- (1) The San Bernardino County Department of Behavioral Health, Alcohol and Drug Services has implemented a coordinated network of substance abuse prevention, treatment and recovery services which are provided through contractors. Each contractor agrees that every effort shall be made to make all services available through the coordinated network including its various levels of care: prevention, residential social model, detoxification, outpatient, intensive outpatient, residential, intensive residential, and methadone maintenance.
- (2) Each contractor further agrees to provide all potential clients access to this network of services and system of care through a consistent evaluation process and computerized system-wide management information system.

D. SPECIFIC RESPONSIBILITIES:

- (1) Outpatient drug-free services are designed to achieve progressive changes in an individual's thinking and alcohol or other drug using behavior in order to prevent relapse. To accomplish this, the service must address major lifestyle, family, attitudinal and behavior issues which can undermine the goals of treatment or inhibit the individual's ability to cope with major life tasks without the non-medical use of psychoactive substances. Such outpatient care involves regular contact with the client for a period of time not to exceed six months to meet discharge criteria appropriate to this level of care.
- (2) Outpatient drug-free treatment service is provided in regularly scheduled face-to-face therapeutic sessions. Such services may include:
  - a) individual counseling

- b) group counseling
  - c) family counseling
  - d) long-term support for relapse prevention  
(This includes what is traditionally known as continuing care or aftercare.)
- (3) Intensive outpatient treatment affords the client the opportunity to remain in his/her existing environment (e.g., social, vocational, familial) while still benefiting from a therapeutic structured program. It is a non-residential service consisting of multiple face-to-face therapeutic contacts per week for clients who cannot maintain stability over a 72-hour period.

E. SERVICE COORDINATION AND QUALITY ASSURANCE

Alcohol and Drug Services shall monitor the progress and quality of care afforded each individual client through a quality improvement process in addition to an analysis of other client information made available through the computerized management information system. The Contractor shall ensure that each client receives service at the appropriate level of care as determined by the Admission, Continued Stay and Discharge Criteria for the Continuum of Care of Substance Abusers published by SBCDBH Alcohol and Drug Services in November 1996, a copy of which has been provided to the Contractor. The Contractor may appeal any recommended service modality and/or level of care through the Authorization and Review Committee as further described in the above-mentioned November 1996 document.

- F. The Contractor shall establish day care habilitative services according to STANDARDS FOR DRUG ABUSE TREATMENT PROGRAMS, dated October 21, 1981, published by the State of California, Department of Alcohol and Drug Programs, and the ADS Manual for Contract Agencies, dated March 1994. The Contractor shall maintain accurate and adequate client records, including treatment plans, counseling notes, medical records, and other data affecting clients' treatment, according to standards identified therein. These documents will be retained for at least seven (7) years after clients have been discharged from the program.

--- END OF ADDENDUM ---

**AGREEMENT FOR CASE MANAGEMENT SERVICES**

CONTRACTOR NAME: INLAND BEHAVIORAL & HEALTH SERVICES, INC

Contractor shall:

Ensure that all necessary treatment and recovery activities and plans are enhanced and supported by the integration of other individual services which may include the evaluation of progress, assessment, monitoring of needs, outreach, community resource referrals and discharge planning.

---END OF ADDENDUM---



### **AGREEMENT FOR SPECIFIC SERVICES**

For 27 years, IBHS has provided general alcohol and drug outpatient services for persons who have a demonstrated need for outpatient care and recovery. This *Attachment B.1* responds to the points raised in *General Services*, pages 5-9 of the Department of Behavioral Health RFP.

**1. Specific Services:** IBHS operates a drug and alcohol free program (Westside Counseling Center) for men, women, and youth, at a site certified by the California Department of Alcohol and Drug Programs (ADP) as a certified alcohol and drug abuse outpatient treatment facility. Throughout Attachment B.1, this will be referred to as **Outpatient Drug-Free (ODF)**. Services include personal recovery/treatment planning; educational sessions; crisis intervention; social/recreational activities; individual and group sessions; and case management as further described below. IBHS describes the proposed approach to each required service below.

- *Initial screening and problem identification using the tool and format selected by the County DBH Alcohol and Drug Services as well as any others selected by the Vendor.* IBHS admits clients to ODF services who have a primary substance abuse problem, and meet at least one IBHS criterion for admission: use of substances at inappropriate times, inability to cut down or stop use, displays of erratic behavior, legal involvement as a result of use, etc. This is noted on the Admission Criteria Checklist.

An Admission Evaluation is administered by qualified personnel as soon as possible after program admission and at least within one day. Admission screening includes a thorough psychosocial intake assessment to determine history and breadth of AOD use and associated problems, AOD treatment history, educational/vocational/employment history, legal standing, and other risk factors

related to substance use. The State of California Health Questionnaire is also administered within 24 hours, including health history, risk for communicable diseases, and current utilization of appropriate medical care. IBHS also uses the Addiction Severity Index or Adolescent ASI (ADAD) to aid in the evaluation of treatment needs; ASI is the standard County instrument for assessing addiction severity. All tools and formats have been approved by County DBH Alcohol and Drug Services, under IBHS's current contract.

During the intake process, care is taken to guarantee the rights of confidentiality of all clients, in compliance with Federal Confidentiality Regulations and State standards.

- *Individual and recovery-focused group counseling based on the Individual Treatment Plan (ITP) developed with each client.* An ITP is developed individually for each client, based on the information obtained during intake and assessment, and reviewed and revised at 30 day intervals. On average, each individual receives one individual counseling session per week. 57 group counseling sessions are available during the week, and on average, clients attend 3 per week. (At admission, clients receive assignments as to which groups to attend). IBHS has over 80 different group topics, including: various 12 step groups, the Stigma of Addiction, Substance Abuse Treatment, Anger and Stress Management, Addiction Substitutions/
- Substituting Behaviors, Addressing Codependent Behaviors, Cues and Triggers, and Relapse Prevention.
- *Twenty-four hour crisis intervention and/or referral:* Clients who are in crisis after hours are encouraged to call IBHS's answering machine which provides emergency hotline numbers, including the county hotline. During group and individual

counseling, clients are also encouraged to contact their NA or AA sponsors for assistance during crisis. As a final resort, clients are instructed to call the police or go to the nearest emergency room.

- *Recovery, exit planning and /or aftercare services based on accepted principles of treatment/recovery to be delivered to clients and their significant others:* IBHS has a comprehensive discharge planning and follow-up procedure. Discharge planning begins two weeks prior to the client's anticipated graduation date, and involves the re-administration of Addiction Severity Index (ASI). If the change in the ASI is insignificant, IBHS considers extending treatment services for at least an additional month (with County approval). The discharge plan is a personal transition plan that addresses relapse prevention, sober support systems, employment and finances, education, social and leisure activities, housing, self care and long term goals. The Discharge Review and Summary are completed by the primary counselor and reviewed by supervising staff. They include a description of the treatment episode, success of treatment episode, current drug usage, vocational/education achievements, criminal activity, reason for discharge, client's discharge plan and referrals. Family members and significant others are also routinely included in treatment: IBHS counselors holds "collateral" sessions with clients and the family members/significant others to plan for healthy family functioning and support of the client in recovery. At approximately three months after discharge, with client consent, client aftercare interviews are scheduled.
- *Coordination with the County DBH Alcohol and Drug Services, other providers, and other community resources to support the client's appropriate transition from outpatient treatment to other recovery services and/or independent living:* Each client's primary counselor also serves as his/her case manager. As per Section 2,

IBHS has numerous relationships with other San Bernardino County providers. At transition, the case manager takes the lead in coordinating relationships and referrals to these numerous community agencies to meet recovery services, independent living , and other needs. IBHS also collaborates on an ongoing basis with client families, the Courts, Probation Officers, Parole Agents, Social Service staff, and others to ensure a successful transition to other services or independent living.

- *Drug and alcohol testing of clients, when indicated:* IBHS utilizes urinalysis as a method to determine illegal drug use. All clients are tested randomly for Opiates, Amphetamines, Methamphetamines and Barbiturates, as well as other drugs. The IBHS lab also screens for dilution of urine to determine if the client has tried to mask use. ODF staff decide the day and time of testing. Tests are conducted on site and sent out to an outside lab. The lab provides a record of each client who has been tested. A copy of this form noting urine testing results is posted in the client's records.
- *Introduction to and access to voluntary participation in 12-Step programs for alcohol and/or other drugs or other self-help programs:* Clients are introduced to the 12 steps during individual counseling sessions. They quickly begin to attend various 12 step groups (like NA on site two times per week) and in the surrounding community (where AA, CODA and Dual Diagnosis Anonymous groups are available). To inform clients about self-help groups available in the community, IBHS posts flyers at the center and informs them on an individual basis. Most clients have a required number of self-help groups to attend each week which are noted in their ITPs. Their attendance at community groups is validated on sign in sheets, and reviewed by the primary counselor.

- *Vocational counseling and job retention training:* IBHS provides vocational services to clients to assist with therapeutic intervention. Our vocational groups include Welfare to Work, Employment for People in Recovery, Mock Interviews and Résumé Building. Additionally, we have established relationships with a variety of agencies offering adjunct vocational counseling and training. These include the State Department of Rehabilitation, Private Industry Council, Adult Education, Job Corps, California Conservation Corps and State Employment Services.
- *Referral to community resources to address the needs of individual clients, such as education, assistance in securing employment, anger management classes, as identified in each individual client's ITP:* IBHS provides clinical assessments, progress reports, transportation and expert testimony on behalf of clients who are involved in the criminal justice system. We also coordinate with Social Services on behalf of clients who have had children placed in temporary foster homes or clients participating with their children in the PCN Day Treatment Program. IBHS assists clients in establishing eligibility and enrolling in various health and welfare programs (e.g., General Assistance, Medi-Cal, Homeless Assistance, Project Home Again, food banks, domestic violence programs, Silver Living Homes, Inland AIDS Project, etc.). Linkages to employment and education resources were addressed in the bullet point above, and anger management classes are offered on site at IBHS. Health care resources are also available right on site in IBHS's primary care clinic, **a valuable resource unique to IBHS**. All client needs are noted in the ITP and coordinated by the primary counselor, serving as a case manager.
- *A plan that, in the event of program or contract termination, provides for the responsible and orderly transition of clients to another ADP certified facility for services. The plan is to include provision for furnishing the County with all client*

*information and documents necessary to this transition:* IBHS already has a procedure to refer clients to other agencies, and will use it in the event of program or contract termination. The procedure includes: identification of the appropriate referral agency to meet the needs of the client; calling the agency to ensure the client meets the criteria for service; assistance with completion of forms needed to ensure client is accepted at the referral agency, if such assistance is requested and needed; providing the client with the name of the referral agency, address, telephone number and name of contact person, and assisting them in making an appointment; and contacting the referral agency to verify client referral. IBHS will also furnish the County with all necessary client documents.

## **2. Staffing levels and qualifications appropriate to meet the needs of the clients:**

This section addresses staffing issues raised in the RFP.

First, IBHS is in full compliance with the staffing level and qualification certification requirements of the State of California, Department of Alcohol and Drug Programs, Community Care Licensing Division. IBHS's Substance Abuse Treatment Director oversees ODF and the IBHS Perinatal Care Network Day Treatment Program. ODF has a staff of eleven plus (11+), including the Outpatient Program Manager, plus one Prevention Specialist, five Counselor IIIs, two Counselor IIs and four Counselor Is. One to two interns may also interface with staff throughout the program year, supervised by the Outpatient Program Manager. This staffing pattern yields a staff-to-client ratio of that ranges from one to 26-32 cases per counselor. All staff are regular, paid employees, interns, or volunteers. IBHS has a licensed psychologist on site to diagnose patients and ensure quality of care oversight.

IBHS has stringent staff qualification standards. Our Treatment Director must have a Masters degree, and two years post-graduate experience in a chemical addiction setting.

These are also desired qualifications for the Outpatient Program Manager. At a minimum, Counselors must have 60 semester or 90 quarter units in college level course work related to psychology, counseling or social work. They also need three years experience providing rehabilitative services for people with behavioral health problems. All staff who are in recovery must have at least two years of abstinence/sobriety from drugs/alcohol. Two staff members are currently certified in cardiopulmonary resuscitation (CPR) and Basic First Aid and provide coverage at all times the clinic is open. We have also scheduled an on site class in CPR and first aid for all staff members, and IBHS also has medical providers right on site in its primary care clinic in case of medical emergencies. In short, IBHS determines that staff of every category are personally and professionally qualified. After hire, IBHS provides each full time staff member with 40 hours of professional development/substance abuse treatment training every year to ensure that they stay abreast of the newest development in addictions treatment.

IBHS's treatment manual includes a written Code of Conduct which is provided to all employees, volunteers, interns and Board of Directors members upon hire, and to all clients upon admission. It includes an oath of confidentiality, standards related to the use of drugs and /or alcohol, staff-client relationships, prohibition of sexual conduct with clients, and a conflict of interest clause. It is posted in the facility.

Finally, IBHS seeks to provide culturally and linguistically relevant services. Cultural competence training is built into staff development activities. There are currently three bilingual counselors in the program who speak languages such as Spanish, Cantonese, and Vietnamese. Translation services are available on an as-needed basis. IBHS's facility is accessible to persons with disabilities under the Americans with Disabilities Act. TTY and signing services are available for the hearing impaired as required. All clients are given their rights and a statement of non-discrimination to read and sign at intake. Services

are provided to all persons without regard to race, color, sex, religion, national origin or ancestry. There shall be no discrimination based on disability, and IBHS adheres to all applicable state laws and regulations, guidelines, and interpretations issued pursuant thereto. All clients shall be free from sexual harassment or contact by staff members (treatment, recovery, advisory, or consultant).

### **3. Treatment/Recovery Methodology**

- *Evidence Based Methodology:* The treatment/recovery methodology employed by IBHS is supported by evidence-based best-practice models. It has also been approved by DBH Alcohol and Drug Services since IBHS first contracted with the county in 1978.

For instance, per *Principles of Drug Addiction Treatment, A Research-Based Guide* published by State of California Alcohol and Drug Programs (in accordance with NIDA and CSAT/SAMHSA research), IBHS programs are in accordance with a number of evidence-based practices. First, IBHS operates programs of sufficient length to affect change – per these principles, drug-free participation for less than 90 days is of limited or no efficacy. Research also suggests that the criminal justice system (i.e. involuntary treatment) can be highly effective in helping people stay in treatment. IBHS works closely with the Drug Court, probation and parole officers, and the Department of Children's Services to ensure that mandated patients complete treatment. In addition, 12-step and self-help programs are an effective complementary part of treatment. IBHS routinely requires participation in on site self-help groups to support treatment gains. Group counseling and sessions that include family members and significant others are also hallmarks of IBHS services.

For adolescents, IBHS employs the above state research-supported treatment such as changing unwanted behavior by demonstrating and rewarding desired



behavior. Therapeutic activities include fulfilling specific assignments, rehearsing desired behaviors, and giving praise and privileges to those meeting assigned goals.

For both groups, urinalysis is a key tool for promoting ongoing sobriety, providing structure for the client, minimizing the possibility that treatment staff remain ignorant of relapse, and supporting progress by using relapse as a learning tool (Schnoll, *The Encyclopedia of Psychoactive Drugs, Getting Help: Treatments for Drug Abuse*, 1986).

- *Treatment Planning:* IBHS develops individualized, culturally appropriate treatment plans (ITP) for each client. ITPs are based on information gathered during intake and assessment, and are designed to help that client address problem areas associated with alcohol and/or other drug use. ITPs are reviewed and updated at least every thirty (30) days, and re-written prior to the 90 day admission anniversary. When the ITP is re-written, IBHS staff add more treatment goals, as needed, including an upgrade in treatment sessions should relapse occur.
- *Self-Help Recovery Groups:* Clients are encouraged and afforded many opportunities each week to participate in self-help recovery groups offered on site, such as 12-step groups, Confronting the Addiction, Relapse Planning and Prevention, Journal Writing, and Changing Negative Self-Talk to Positive Self Talk. IBHS also refers clients to NA, AA, CODA, and Dual Diagnosis Anonymous groups in community locations such as the Serenity Club, the Alana Club, churches, and the World Central Service Office for Dual Diagnosis Anonymous located right in the City of San Bernardino.
- *Health Screening:* As noted earlier, a health questionnaire is completed for each participant within 24 hours of admission. It contains questions regarding use of

alcohol and other drugs; medical conditions and complications, and history of DTs, alcoholic seizures, risk for communicable diseases, and current utilization of appropriate medical care. Because IBHS includes a full-service primary care clinic right on site (including a staff psychologist in our Wholeness and Enrichment Center, the mental health component), it is a simple matter to refer clients for prompt medical attention. In fact, IBHS's primary care clinic was recently awarded federal 330 community health center status, which enables it to provide medical, mental health and dental care free of charge to medically indigent persons right on site.

**4. Substance Abuse Outpatient Treatment Modality:** ODF involves the provision of services to clients through face-to-face interaction with program staff outside the client's residence. Specifically, ODF includes 85 hours per week of group services, and over 150 hours per week of individual counseling available on site. IBHS programs are certified by the State of California, Department of Alcohol and Drug Programs.

**a. The following range of activities are made available to clients, based on the service needs identified in their ITP:**

- *Substance abuse evaluation/participant assessment, Medical history/health questionnaire* – at intake
- *Individualized treatment planning* – at intake, reviewed every 30 days, and rewritten prior to 90 day anniversary. The ITP specifies the level of treatment, treatment goals, action steps, the minimum/maximum length of program services and number of visits required.
- *Mental health counseling* – Individual, group, and family services are available, as needed, through IBHS's Wholeness and Enrichment Center. This Center is directed by a licensed psychologist, and will soon hire a part time psychiatrist with funding provided through the U.S. Bureau of Primary

Health Care.

- *Self-Help Activities* –12-step meetings, social skills development groups, and support groups are all located on site. By attending the required number of groups per week (as per the ITP and level of care), IBHS fosters the client's recovery. (See Section 4 for more information).
- *Process Groups:* IBHS process groups include topics such as Self-Motivation, Addressing Codependent Behaviors, Accepting Personal Flaws, Personal Accountability, and Goal and Priority Setting. Attendance is required per the ITP and level of care. All group counseling sessions are at least 90 minutes long.
- *Substance abuse education groups:* IBHS offers a wide range of education groups, including groups on the effects of a wide range of substances, Depression and Substance Abuse, Drinking and Driving/DUI Laws, Infectious Disease/Health Issues, Criminal Justice System/Legal Issues, and Identifying and Using Community Resources. Curricula used include NIDA and SAMHSA materials, 12 Step Program materials, *Women in Recovery* (S. Covington), and the *Stop The Chaos Chemical Dependency Treatment Homework Planner*.
- *Individual and Family Counseling:* IBHS offers social model recovery-focused individual and family counseling to clients. Individuals receive one session per week on average; family sessions are scheduled at the request of the primary counselor, where appropriate. Each individual session is at least 50 minutes long.
- *Linkage to vocational and literacy counseling/training:* IBHS provides vocational services to clients to assist with therapeutic intervention, including

a wide range of vocational and pre-vocational groups. Additionally, we have referral relationships with a variety of agencies offering vocational counseling and training. These include the State Department of Rehabilitation, Private Industry Council, San Bernardino Adult School for GED classes, the San Bernardino Library and Sylvan Learning Center for literacy referrals, the Job Corps, California Conservation Corps, and State Employment Services.

- *Collateral Services:* IBHS has a program van to transport clients to and from the center. Child care services (for clients with children 5 and under) are also offered on site. *IBHS child care services are designated as “exempt” from separate licensure by the State Health and Safety Code.*<sup>1</sup>
- *Case Management:* Primary counselors serve as case managers, and in this capacity meet with each client a minimum of twice monthly to review legal/other case-management needs. Case management includes, but is not limited to, the following: urinalysis, progress reports, in person or phone contact with referring agencies such as probation officers, parole officers, JESD workers, Social Workers, DCS workers and any other referring agencies and/or referrals made to adjunct services or community resources.
- *Crisis Intervention:* As noted earlier, clients in crisis after hours are encouraged to call IBHS’s answering machine which provides emergency hotline numbers, including the county hotline. During program hours, clients

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<sup>1</sup> **101158 EXEMPTION FROM LICENSURE:** (a) As specified in the *California Health and Safety Code*, the child care center regulations contained in this division shall not apply to any of the following: (1) Any health facility, as defined by Section 1250 of the Health and Safety Code; (2) Any clinic; (3) Any child day care program that offers temporary child care services where the services are only provided to parents and guardians who are on the same premises as the site of the child day care program. Authority cited: *Section 1596.81, Health and Safety Code.* Reference: *Sections 1596.72, 1596.792, 1596.793 and 1596.81(b), Health and Safety Code.*

can walk in to meet crisis needs. Clients are also encouraged to use their 12 step sponsor during crisis.

- *Relapse Prevention:* Relapse prevention services are offered individually and in groups, beginning at admission. The role of urinalysis as a relapse prevention and planning tool is discussed. Prior to the 90 day anniversary, the ITP is re-written with increased emphasis on relapse prevention and discharge planning.
- *Discharge Planning:* As noted, IBHS has a comprehensive discharge planning and follow-up procedure that begins two weeks prior to the client's anticipated graduation date. Discharge planning involves the re-administration of Addiction Severity Index (ASI), and if change is insignificant, IBHS considers extending treatment services for at least an additional month. The personal transition plan addresses relapse prevention, sober support systems, employment and finances, education, social and leisure activities, housing, self care and long term goals. IBHS also offers groups on exit and aftercare planning. A follow-up interview is conducted after the client has been discharged for three months.

*These services are applicable and available to clients in all four treatment levels, as outlined in the following section.*

***b. Four levels of intensity for outpatient services will be made available to all clients who will be placed at the appropriate level of service based on their clinically determined need. Any and all services beyond a 4-month regimen must have written justification and prior approval from ADS Administration consistent with the continued stay policy as described in the DBH-ADC Provider's Manual.***

Here is a breakdown of ODF levels of intensity with most intense listed first. Each level

of intensity lasts a minimum of one month and a maximum of two months, and is consecutive in terms of continuum of care. IBHS plans for a four-month treatment period, and clients move through the levels continuously. Clients may enter at any level of care appropriate to their needs, and can move between levels based on treatment needs. Each client's treatment plan shall be reviewed monthly to determine continued eligibility for current level of intensity of outpatient care, based on clinically determined need and case management considerations. At/prior to 90 days from date of initial treatment plan, the treatment plan shall be re-written to reflect progress made, increased emphasis on relapse-prevention strategies, and discharge planning. At this time, the client's level of care will be formally reassessed, including aftercare needs.

IBHS has reviewed the level structure outlined in the Department of Behavioral Health RFP. **If this level structure is required verbatim, IBHS will adhere to it to the fullest extent.** However based on our experience, we have found the following four-month level structure to be effective<sup>2</sup>:

**Level 4** (typically following a completed residential treatment episode):

4.1: 5 contacts per week (up to 2 individual sessions per week; the rest shall be groups)  
If not Court-mandated to attend a specified number of scheduled self-help activities, minimum recommendation of 3 scheduled self-help activities per week, up to "30 meetings in 30 days."

At least 1 case management contact per week

4.2: 3 contacts per week (up to 1 individual session per week; the rest shall be groups)  
If not Court-mandated to attend a specified number of scheduled self-help activities, recommendation of 3 scheduled self-help activities per week)  
At least 3 case management contacts per month.

**Level 3:**

3.1: 3 contacts per week (up to 1 individual session per week; the rest shall be groups)  
If not Court-mandated to attend a specified number of scheduled self-help activities, recommendation of 3 scheduled self-help activities per week)  
At least 3 case management contacts per month.

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<sup>2</sup> Per Haven Fearn at the March 20 technical assistance conference, no applicant shall be penalized for proposing a different level structure.

- 3.2: 2 contacts per week (up to 2 individual sessions per month; the rest shall be groups)  
If not Court-mandated to attend a specified number of scheduled self-help activities,  
recommendation of 2 scheduled self-help activities per week)  
At least 2 case management contacts per month

Level 2:

- 2.1: 2 contacts per week (up to 2 individual sessions per month; the rest shall be groups)  
If not Court-mandated to attend a specified number of scheduled self-help activities,  
recommendation of 2 scheduled self-help activities per week)  
At least 2 case management contacts per month
- 2.2: 1 contact per week (up to 1 individual session per month; the rest shall be  
groups)  
If not Court-mandated to attend a specified number of scheduled self-help activities,  
recommendation of 2 scheduled self-help activities per week)  
At least 1 case management contact per month

Level 1:

- 1.1: 1 contact per week (up to 1 individual session per month; the rest shall be groups)  
If not Court-mandated to attend a specified number of scheduled self-help activities,  
recommendation of 2 scheduled self-help activities per week)  
At least 1 case management contact per month
- 1.2 (Aftercare): See aftercare plan; at least 1 case management contact every other month

Note: *Any and all services beyond a 4-month regimen will have written justification and prior approval from ADS Administration consistent with the continued stay policy as described in the DBH-ADC Provider's Manual.*

**c. Service Units, Number of Clients, and Cost-Effectiveness:** Through offering the above services, IBHS has become one of the most cost-effective outpatient substance abuse treatment providers in San Bernardino County. In 2003-2004, IBHS is proposing almost exactly \$34 net cost per hour to offer individual ODF services. Group services cost just about \$17 per hour. **This compares highly favorably to Medi-Cal standard rates of \$63.09 per individual service unit and \$30.60 per group service unit.** During 2003-2004, a total of 1,038 individuals will be served. Please see the Budget Attachments for service details.

**5. Co-occurring Substance Abuse and Mental Health Disorders Modality:** Although IBHS is not specifically a dual diagnosis provider, ODF has the capacity to provide

services to people with co-occurring disorders, provided that the substance abuse disorder is the primary diagnosis. Those with a primary mental health disorder may enter treatment through the Wholeness and Enrichment Center. IBHS will also address any dual diagnosis patient needs through collaboration with other existing resources, including the County Behavioral Health Department. IBHS does not plan to cover these issues under this contract.

### **Attachment B.2 Enhanced Services**

**1. Overview of Enhanced Services:** IBHS is applying for the Enhanced Services Modality for its **Perinatal Care Network Day Treatment Program (PCN)**. PCN is geared to provide special intervention for a unique client population: *pregnant women or mothers and their children (birth to 5 years) who are born addicted or affected by alcohol and/or drugs*. The goal of treatment is to provide rehabilitative services that will empower women to adopt healthy substance-free lifestyles and to assist them to develop effective parenting and coping skills. Clients are typically referred by the County Department of Public Social Services, Probation and Children's Services, and health care/perinatal providers. Clients admitted to the program are required to receive treatment for their alcohol and/or drug problems simultaneously.

PCN is the only habilitative day program for perinatal patients in San Bernardino County. Per the *Utilization Control Plan for San Bernardino County Medi-Cal Providers* (1992), one objective for day care habilitative services is to "provide needed services to clients requiring more than weekly individual or group counseling provided at outpatient drug free programs." This is certainly true of pregnant and parenting women. PCN has helped close to one thousand unduplicated women and its 8 AM – 5 PM structure has prepared many participants for the demands of employment. Overall, PCN is more intensive than "intensive outpatient" services and covers a broad range of skills necessary



to become an effective clean and sober parent, a productive member of society, and an empowered woman.

PCN provides drug therapy and education, parenting health and nutrition education, mental health education and process groups. Many services are similar to those outlined in Attachment B.1, *General Services*; others are more intensive. The following is a summary of services:

- Thirty-six (36) week interactive parenting education and counseling services for mothers and their children with an additional three months aftercare program.
- Intensive monitoring of parent-child interactions.
- Groups on 12 steps, education on substance abuse, support systems, stress management/coping skills, personal goals, conflict resolution, relapse prevention, cues and triggers, (sober) support systems, parenting skills, nutrition, AIDS/HIV/STIs, family planning, and many other topics.
- A minimum of eight home visits by a trained Perinatal Counselor.
- Developmental screening of infants.
- Supportive case management services: referrals, linkage and advocacy.
- Regular and random drug/alcohol testing.
- Adjunct services including transportation to and from services, as well as childcare during program hours. *IBHS child care services are designated as “exempt” from separate licensure by the State Health and Safety Code – **please see the important footnote below.***<sup>3</sup>

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<sup>3</sup> **101158 EXEMPTION FROM LICENSURE:** (a) As specified in the *California Health and Safety Code*, the child care center regulations contained in this division shall not apply to any of the following: (1) Any health facility, as defined by Section 1250 of the Health and Safety Code; (2) Any clinic; (3) Any child day care program that offers temporary child care services where the services are only provided to parents and guardians who are on the same premises as the site of the child day care program. Authority cited: *Section 1596.81, Health and Safety Code. Reference: Sections 1596.72, 1596.792, 1596.793 and 1596.81(b), Health and Safety Code.*

Admission criteria, intake and assessment procedures are similar to those outlined in Attachment B.1, for ODF services. However, giving birth to a drug-exposed baby is a special admission criterion for this population.

**2. PCN Levels of Treatment:** In contract year 2002-2003, PCN services were set at a minimum of nine months for the day program, and a minimum of three months of aftercare. However, IBHS recognizes the financial challenge of offering longer service periods, and in 2003-2004 is proposing a reduction in service time: proposed day treatment shall be a minimum of 4.5 months up to a maximum of six months (see Levels below), and the outpatient aftercare component a minimum of two months to a maximum of four months, with any services beyond a six month regimen having written justification and prior approval from ADS administration.

Each client's treatment plan shall be reviewed by the interdisciplinary team monthly to determine continued eligibility for current level of intensity of care, based on clinically determined need and case management considerations. Every 90 days the ITP shall be re-written to reflect progress made, increased emphasis on relapse-prevention strategies, and eventual discharge planning.

Based on the reduction in service time, IBHS has redesigned PCN levels of intensity for 2003-2004, with most intense listed first. Each level of intensity lasts a minimum of six weeks and a maximum of two months, and is consecutive in terms of continuum of care.

Level 1 (day treatment):

*Intensive set schedule, covering all program components, of 4.5 hours x 4 days per week, including half hour lunch. If not Court-mandated to attend a specified number of scheduled self-help activities, recommendation of 3 scheduled self-help activities per week, up to "30 meetings in 30 days."*

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Theme = Building a foundation in recovery, including steps 1-3.

Level 2 (day treatment):

*Intensive set schedule, covering all program components, of 4.5 hours x 4 days per week, including half hour lunch. If not Court-mandated to attend a specified number of scheduled self-help activities, recommendation of 3 scheduled self-help activities per week.*

Theme = Addressing deeper reasons behind AOD use (decreasing wreckage), including steps 4-7.

Level 3 (day treatment):

*Intensive set schedule, covering all program components, of 4.5 hours x 4 days per week, including half hour lunch. If not Court-mandated to attend a specified number of scheduled self-help activities, recommendation of 3 scheduled self-help activities per week.*

Theme = Maintaining recovery over the long haul (maximizing gains), readiness to transfer to a lower level of care, deeper reasons behind AOD use, including steps 8 – 9 and exit-planning (to operationalize during outpatient component of program).

Level 4 (outpatient): - Clients will then move to an outpatient level of treatment, which based on their clinically determined needs, will last a minimum of two months up to a maximum of four months. This final phase of treatment includes sponsorship readiness training, steps 10-12, and integration into the PCN Alumni program.

**3. Staffing:** PCN has a staff of 11, including the PCN Program Manager/Mental Health Counselor, one Health Educator, one Childcare Supervisor, three Child Care Assistants, one Case Manager, and one Drug Therapist (plus van drivers, for transportation). As in Attachment B.1, PCN staff must meet rigorous standards.

**4. Service Units, Number of Clients, and Cost-Effectiveness:** PCN is very cost-effective in that purchasing one day of service (the treatment unit) provides each client with a comprehensive range of services. In 2003-2004, IBHS's net cost for a day of this service is just \$62.75 compared to the **Medi-Cal standard day treatment rate of \$75.99**. During 2003-2004, a total of 167 women and their children will be served. Please see the Budget Attachments for a detailed breakdown of service units.

It is also important to note that comprehensive perinatal substance abuse treatment

saves the health care and social service systems many thousands of dollars each year in caring for drug-exposed infants, and abused and neglected children.

**AGREEMENT FOR SUBSTANCE ABUSE AND CRIME PREVENTION ACT**  
**(SACPA) SERVICES**

CONTRACTOR NAME: INLAND BEHAVIORAL & HEALTH SERVICES, INC

Contractor shall:

Comply with all SACPA Regulations found in Title 9 California Code of Regulations (CRC), commencing with Section 9500 and including:

9530(f): With the exception of specific requirements included in (g), (h), and (i) of Section 9530, determination of allowable and allocable costs under the Act shall be made utilizing the guidelines contained in the Act and in cost principles published by the Federal Office of Management and Budget (OMB). The County shall follow OMB Circular A-87, "Cost Principles of State, Local and Indian Tribal Governments". Public and Private contractors shall follow OMB Circular A-122, "Cost Principles for Non-Profit Organizations".

9530(k) (2): The County shall monitor and document activities to ensure that funds are not used to supplant funds from any existing fund source or mechanism currently used to provide drug treatment services in the County.

9535 (e): The Contractor shall retain all records documenting use of funds for a period of five years from the end of the fiscal year or until completion of the State Department of Alcohol and Drug Program's annual audit and resolution of any resulting audit issues if the audit is not resolved within five years.

9545 (a): Counties shall annually audit any public or private contractors with whom they have agreements and who expend \$300,000 or more in funds to ensure compliance with provisions of the Act, the requirements of Chapter 2.5 of Title 9, CRC, and the County terms and conditions under which the funds were awarded. Counties may, at their discretion, conduct such audits, contract for the performance of such audits, or require the public or private contractors to obtain such audits.

9545 (b): The audit shall be conducted in accordance with generally accepted government auditing standards as described in "Government Auditing Standards (1994 Revision)", published for the United States General Accounting Office by the Comptroller General of the United States.

9545 (d): The written audit report shall establish whether the Contractor expended funds in accordance with the provisions of the Act, the requirements of Chapter 2.5 of Title 9, CRC, and the County terms and conditions under which the funds were awarded.

9545 (e): When a County audit finds that a public or private contractor has misspent funds based on the requirement of Title 9, CRC, Section 9530, the County shall demand repayment from the Contractor in the amount of such audit findings and shall deposit the recovered funds into the County's trust fund established pursuant to Title 9, CRC, Section

9517. Such recovery of funds shall be reported to the Department on the Annual Financial Status Report Substance Abuse and Crime Prevention Act of 2000" (Form 10096, New 10/01), and the specific amount recovered shall be identified in the "Comments/Remarks" line on the same report. The County shall maintain an audit trail to identify the specific audit periods for which recoveries are reported.

9545 (g): Notwithstanding subsection (a) of Section 9545, any public or private contractor who is required to obtain a single audit pursuant to OMB Circular A-133 and who receives funding under the Act, shall ensure that the single audit addresses compliance with the requirements of the Act. The County may rely on the single audit as fulfilling its responsibilities in Section 9545(a).

9545 (h): Audit work papers supporting the report shall be retained for a period of five years from the issuance of the audit report and the County shall make such work papers available to the State Department of Alcohol and Drug Programs upon request.

---END OF ADDENDUM---

**AGREEMENT ON UNION ORGANIZING**

CONTRACTOR NAME: INLAND BEHAVIORAL & HEALTH SERVICES, INC

Contractor, by signing this Contract, hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this Contract.

1. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
2. No state funds received under this Contract will be used to assist, promote or deter union organizing.
3. Contractor will not, for any business conducted under this Contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
4. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

---END OF ADDENDUM---